

## **REMARKS**

### **I. INTRODUCTION**

Claims 1, 8, 9, and 14-19 have been amended. Thus, claims 1, 2, 5-10 and 12-19 remain pending in the present application. No new matter has been added. In view of the above amendments and the following remarks, it is respectfully submitted that all of the presently pending claims are allowable.

### **II. THE 35 U.S.C. § 101 REJECTION SHOULD BE WITHDRAWN**

Claims 16 and 17 stand rejected under 35 U.S.C. § 101 as directed to non-statutory subject matter. (See 8/16/05 Office Action, p. 5). Applicant respectfully submits that the amendments to claims 16 and 17 are sufficient to overcome the rejection thereof under 35 U.S.C. § 101, and that this rejection should be withdrawn.

### **III. THE 35 U.S.C. § 112 REJECTION SHOULD BE WITHDRAWN**

The Examiner has rejected claim 12 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicant regards as the invention. (See 8/16/05 Office Action, p. 7). Claim 9, from which claim 12 depends, has been amended to recite the storage of the electronic receipt. Therefore, Applicant respectfully requests that the § 112, second paragraph, rejection of claim 12 be withdrawn.

### **IV. THE 35 U.S.C. § 102(e) REJECTIONS SHOULD BE WITHDRAWN**

Claims 1, 2, 5, 7, 8 and 14-19 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,490,602 to Kraemer (hereinafter "Kraemer"). (See 8/16/05 Office Action, pp. 8-9).

Kraemer describes a method for providing a unified toolbar across product webpages of multiple, independent retailers. (See Kraemer, Abstract). A purchase request by a

user is made via the toolbar which is inserted into a source code of the webpage. (*Id.* at col. 3, lines 64-67). An enhanced functionality server fills out purchase forms (i.e., name, credit card, shipping address, etc.) after the user has indicated that he wishes to purchase a product by using the “purchase this product” service on the toolbar. (*Id.* at col. 3, lines 12-22). Alternatively, other users may view the product selected by the user and purchase the product for the user themselves. (*Id.* at col. 5, line 40 - col. 6, line 67).

Claim 1 recites a method for manipulating receipt data including the step of “selecting a first line item from a first electronic receipt, thereby forming an electronic list, *wherein the first electronic receipt includes a record of a purchase transaction.*” According to the present invention, a consumer purchases a product via a website of an e-merchant. (*See* Specification, p. 8, lines 1-8). After the purchase, the e-merchant may forward a record of the purchase (e.g., an electronic receipt/transaction record) to an electronic-receipts service. (*Id.* at p. 10, lines 25-31). At a time subsequent to the purchase and from a remote location, the consumer may view the electronic receipt in detail, select one or more line items therefrom and create a review list. The list may be made available for review by one or more other persons/entities. (*Id.* at p. 11, lines 1-19).

Applicant respectfully submits that Kraemer neither discloses nor suggests “selecting a first line item from a first electronic receipt, thereby forming an electronic list, wherein the first electronic receipt includes a record of a purchase transaction,” as recited in claim 1. In Kraemer, the user is transmitting product registration commands from merchants’ webpages to create a gift registry for the user. (*See* Kraemer, col. 5, lines 15-19; col. 6, lines 1-6). With reference to the registry, Kraemer states, “[s]ufficient information about the retailer and product are gathered and stored in an account created for the gift-recipient *to enable the product to be purchased at a later date.*” (*Id.* at col. 6, lines 8-11) (emphasis added). The Examiner has attempted to equate the electronic receipt of the present invention with the merchants’ websites described in Kraemer. Specifically, the Examiner states that electronic receipts may be any data received electronically. (*See* 8/16/05 Office Action, p. 4). However, as recited in claim 1, the

electronic receipt includes a record of a purchase transaction, whereas the merchant's webpage and the registry exist prior to the purchase. Thus, it would not be possible for the merchant's webpage to be equated with the electronic receipt.

Applicant respectfully submits that Kraemer neither discloses nor suggests "selecting a first line item from a first electronic receipt, thereby forming an electronic list, wherein the first electronic receipt includes a record of a purchase transaction," as recited in claim 1. Because claims 2, 5, 7-8 and 14-15 depend from, and, therefore include all of the limitations of claim 1, it is respectfully submitted that these claims are also allowable.

Claim 16 recites a system for manipulating receipt data including "a first e-merchant stored in a first computing device and operable to generate an electronic receipt, *wherein the electronic receipt includes a record of a purchase transaction*" and "a shopping service stored in a second computing device coupled to said data farm and configured to retrieve said electronic receipt for a consumer and allow the consumer to select a line item from said transaction record, thereby creating a review list." As stated above with reference to claim 1, Kraemer neither discloses nor suggests an electronic receipt, wherein the electronic receipt includes a record of a purchase transaction. Thus, it is respectfully submitted that claim 16 is allowable for at least the same reasons as stated above with reference to claim 1. Because claim 17 depends from, and, therefore includes all of the limitations of claim 16, it is respectfully submitted that this claim is also allowable.

Claim 18 recites a computer program for manipulating receipt data comprising a computer readable memory and a program module including instructions to "select a first line item from a first electronic receipt, *wherein the first electronic receipt includes a record of a purchase transaction.*" As stated above with reference to claim 1, Kraemer neither discloses nor suggests an electronic receipt, wherein the electronic receipt includes a record of a purchase transaction. Thus, it is respectfully submitted that claim 18 is allowable for at least the same reasons as stated above with reference to claim 1. Because claim 19 depends from, and,

therefore includes all of the limitations of claim 18, it is respectfully submitted that this claim is also allowable.

**IV. THE 35 U.S.C. § 103(a) REJECTIONS SHOULD BE WITHDRAWN**

Claim 6 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Kraemer in view of Official Notice taken by the Examiner that gift-givers who view the gift-registry express opinions about the items thereon. (See 8/16/05 Office Action, p. 10).

It is respectfully submitted that the Official Notice taken by the Examiner does not cure the above-noted defects of Kraemer. Specifically, the Official Notice does not disclose or suggest "a first electronic receipt...wherein the first electronic receipt includes a record of a purchase transaction," as recited in claim 1. Even if it were obvious, as the Examiner contends, to enable gift-givers to view the registry, this would not constitute "a record of a purchase transaction." As would be known to one of ordinary skill in the art, it is not desirable to reveal the details of a purchase transaction to anyone but the purchaser. This is because purchase transactions often utilize sensitive information, such as credit card numbers, mailing addresses, etc., which the purchaser does not wish to reveal to others. For this reason, registries often only include a purchase status of an item and do not reveal further details of transactions. Thus, it is respectfully submitted that the Official Notice is insufficient to cure the deficiencies of Kraemer and that neither the Official Notice nor Kraemer, either alone or in combination, disclose or suggest "a first electronic receipt...wherein the first electronic receipt includes a record of a purchase transaction," as recited in claim 1. Because claim 6 depends from, and, therefore includes all of the limitations of claim 1, it is respectfully submitted that this claim is also allowable.

Claims 9-10 and 12 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Kraemer in view of U.S. Patent No. 6,185,542 to Moran et al. (hereinafter "Moran"). (See 8/16/05 Office Action, pp. 10-13).

Moran describes a store computer 104 which controls point of service (POS) terminals 106-107. (See Moran, col. 2, ll. 25-26). In operation, the store computer 104 transmits an email message to an address corresponding to a personal computer (PC) 112 after a transaction is complete. The email can then be later retrieved manually by a user or automatically by the PC 112, and the transaction data is utilized by the PC 112. (Id. at col. 2, ll. 51-65).

Claim 9 recites a method for purchasing goods, including services, from multiple merchants including the steps of "generating an electronic receipt for the transaction, the receipt including a line item corresponding to a purchase record for each of the first and second goods" and "*storing the electronic receipt in a database for later retrieval, wherein the consumer may select the line items, thereby allowing a group of users to retrieve the line items.*"

It is respectfully submitted that Kraemer does not teach or suggest "storing the electronic receipt in a database for later retrieval, wherein the consumer may select the line items, thereby allowing a group of users to retrieve the line items." Moran describes transmitting electronic receipts via email which are addressed to a single recipient. Thus, Moran does not contemplate allowing multiple users to view the receipts. Because receipts contain sensitive information, sharing of the entirety of a receipt would not be desirable. After downloading the receipt, the single recipient wishing to share part of the receipt with other users would be unable to designate viewable parts of the receipt since the other users would not have access to the single recipient's email account. Thus, it is respectfully submitted that neither Kraemer nor Moran, either alone or in combination, disclose or suggest "storing the electronic receipt in a database for later retrieval, wherein the consumer may select the line items, thereby allowing a group of users to retrieve the line items," as recited in claim 9. Because claims 10 and 12 depend from, and, therefore include all of the limitations of claim 9, it is respectfully submitted that these claims are also allowable.

Claim 13 stands rejected under 35 U.S.C. § 103(a) as unpatentable over Kraemer in view of Moran and in further view of the article, "End-to-End Enterprise Solution: Extending the Reach of Retail Stores Through Point-of-Sale Web Technology" (hereinafter "the Article"). (See 8/16/05 Office Action, p. 13). It is respectfully submitted that the Article does not cure the above-noted defects of Kraemer and Moran. Because claim 13 depends from, and, therefore includes all of the limitations of claim 9, it is respectfully submitted that this claim is also allowable.

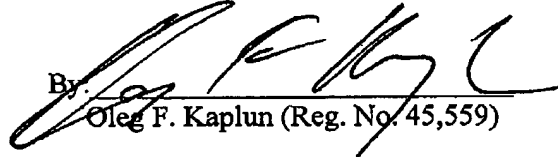
**CONCLUSION**

In light of the foregoing, Applicant respectfully submits that all of the now pending claims are in condition for allowance. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,

Dated: October 14, 2005

By:



Oleg F. Kaplun (Reg. No. 45,559)

Fay Kaplun & Marcin, LLP  
150 Broadway, Suite 702  
New York, NY 10038  
Tel: (212) 619-6000  
Fax: (212) 208-6819